

EXHIBIT D

(716) 423-1476

3. If you intend to rely upon any documents or other tangible things to support a position that you have taken or intend to take in the action, provide a brief description, by category and location, of all such documents and other tangible things, and identify all persons having possession, custody, or control of them.

Answer:

Rosalia Gianola, custodian of records

Contracts, Service Records, invoices, account statements

4.

Identify all contracts between you and Technigraphix, specifying the date upon which the contract was entered into, the location where the contract was executed, the identity of the persons who negotiated and signed the contract and, the amount, if any, that you contend is due from Technigraphix based on each contract.

Answer:

See lease contracts produced in response to document request from which information may be derived.

5. Identify all contracts between you and Phoenix Color, specifying the date upon which the contract was entered into, the location where the contract was executed, the identity of the persons who negotiated and signed the contract and, the amount, if any, that you contend is due from Phoenix Color based on each contract.

Answer:

See lease contracts produced in response to document request from which information may be derived.

6. Identify the "account due and owing" that you allege against Phoenix Color in Count I of the Amended Complaint and itemize how you calculate damages in the amount of \$2,749,505.74.

Answer:

CUSTOMER #	DESCRIPTION OF CHARGE	XEEP #	PRODUCT/SN	Itemization	BALANCE \$
304744204	Pooling (T/L) (searching records for Pooling Agreement) See individual T/L contract for base charges.	959503574 959393596 959393612 959393661 959392705	8VE051005 R9H201148 R9H201151 V6T060226 8VE050996		\$118,826.66
666691662	Rental		BASE PC PLATFORM/ D0K800161	\$2,747.20	\$10,373.18
	Rental (searching records for contract)		DOCUCOLOR 40 COLOR COPIER D0C574655	\$189.73	
	Supply			\$1,769.05	
	T&M			\$1390.20	
	FSMA		DC100 PRINT ENGINE	\$4,277.00	
098665581	Term Lease	951201318	DIGIPCA/ GU9319412	\$33,771.14	\$364,271.42
	Term Lease	959393885	DIGIPCA/ GU9319501	\$11,185.30	
	Term Lease	959393596	CNTRLUL2C/ R9H201148	\$39,573.07	
	Term Lease	959393612	CNTRLUL2C/ R9H201151	\$39,573.07	

	Term Lease	959393661	DIGISYS/ V6T060226	\$22,442.44	
	Term Lease	959392705	6180PMF/ 8VE050996	\$189,964.16	
	Rental		BASE PC PLATFORM/ D0K800162	\$1962.29	
	Rental		XDODBASE/ E3N061638	\$12,223.65	
	Rental		XDMS DATABASE/ H3T010421	\$2,565.40	
	Rental (searching records for contract)		PC PLATFORM/ OGV100438	\$14,440.55	
	FSMA (searching records for contract) Credit		5028/ 68H473964	\$72.07	
				\$3,501.72-	
666027669	Pooling (T/L) (searching records for Pooling Agreement) See individual T/L contract for base charges.	955949466 955946066 955948518 955946546 955947056 955947460 950697664 950698639	K8V100225 R9H200002 R9H200005 V6T050063 0GV101221 0GV101249 8VE050480 8VE050527		\$223,390.41
950664664	x		Docusneeter/ (non-xerox)		\$93,822.20
955258835	x		Docusheeter/ (non-xerox)		\$101,889.27
950709188	X		Docusheeter/ (non-xerox)		\$32,552.99
941137127	X	950869639	6180/ 8VE050527		\$249,310.33
941201337			T&M Service 6180/ 8VE050996		\$6,483.00
957303787	X		DIGIPATH/ V6T063290 DIGIPCA/		\$74,765.97

098663859	X	954079182	GU9467908 DIGIPATH/ GU9330662	26,130.59	606,383.30
		954079174	CNTRLUL2C/ R9H300263	40,624.81	
		954079622	DIGISYS/ V6T060435	26,606.84	
		954054409	6100PMF/ U1C021796	179,007.27	
		955946066	CNTRLUL2C/ R9H200002	34,674.17	
		955948518	CNTRLUL2C/ R9H200005	30,780.07	
		955946546	DIGISYS/ V6T050063	20,747.88	
		955947056	DIGI PC/ OGV101221	38,283.46	
		955947460	DIGI PC/ OGV101249	7,185.76	
		955949045 (Technigra phics)	6180PMF/ 8VE050843	226,181.81	
			Misc Credit	331.86- 23,507.50-	
666742630	Pooling (T/L) (searching records for Pooling Agreement) See individual T/L contract for base charges.	953243524 953349990 953243235 953243441 956675722 954195889 953243706	GU9330711 R9H300013 R9H300012 R9H300255 V6T062557 8VE051136 8VE051238		\$94,583.35
666555271	Term Lease	954195889	6180PMF/ 8VE051136	\$293,901.85	\$493,534.57
	Term Lease	953243524	DIGIPCA/ GU9330711	\$28,041.76	
	Term Lease	953243441 (searching for	CNTRLUL2C/ R9H300255	\$142,718.09	

	Term Lease	956675722	DIGISYS/ V6T062557	\$29,955.00	
			Misc. credit	\$1,082.13	
955288964	Term Lease		3 RD PARTY EQUIPMENT Docusheeter		\$107,177.32
950665760	Term Lease		3 RD PARTY EQUIPMENT		\$79,506.10
950663815	Term Lease		3 RD PARTY EQUIPMENT		\$92,635.67
TOTAL					\$2,749,505.74

Contract, Statements and Invoices Provided.

7. Identify the "account due and owing" that you allege against Phoenix Color in Count II of the Amended Complaint and itemize how you calculate damages in the amount of \$526,470.17.

Answer:

CUSTOMER #	DESCRIPTION OF CHARGE	KEEP #	PRODUCT/SN	Itemization	BALANCE \$
957303878	Term Lease		Digipath/ V6T063304 DigiPCA/ GU9467952		\$77,344.96
941154254	T&M Service				\$374.00
958594335	Term Lease		XDJC/ G7F100331		\$24,416.24
941203952	T&M Service		6180/ 8VE051238		\$4,237.72
098905946	Term Lease	953243235	CNTRLUL2C/ R9H300012	\$227,126.40	\$420,097.25
	Term Lease (Search records for contract)	953243706	6180/ 8VE051238	\$192,970.85	
TOTAL					\$526,470.17

Contract, Statements and Invoices Provided.

8. Identify the "account due and owing" that you allege against Technigraphix in Count III of the Amended Complaint and itemize how you calculate damages in the amount of \$526,470.17.

Answer:

See answer #7

9. If you contend that Phoenix Color is liable for any debts incurred by Technigraphix or contracts entered into by Technigraphix for any reason, including under a theory of "Successor Liability," state all facts supporting this contention, including the identity of all persons and documents upon which you will rely on in proving this allegation.

Answer:

Phoenix Color is liable in its own right as a lessee of the contract or in the alternative they are liable as successor or alter ego since they bought the stock of Technigraphix.

See contract copies previously provided and the stock purchase agreement between Phoenix Color and Technigraphix.

10. Describe in detail the circumstances regarding how Technigraphix and Xerox entered into any equipment or service contracts, including in your answer the identity of all persons involved with the contract negotiations, the dates upon which negotiations commenced, a detailed description of the negotiations between the parties of the terms of the contracts, and all representations that the parties made concerning their performance under the contracts.

Technigraphix was an existing customer of Xerox. Bruce Nussbaum would discuss with Jack Tiner, new price plan options, new products., discuss customer needs, make a proposal, if customer was interested then order was signed.

Negotiations commenced after 02-99. See contracts for terms. Phoenix Color informed Xerox it was interested in diversifying their business to include producing other types of printed product. At the time, they were primarily producing high quality color book jackets. They mentioned things like On-Demand Book Printing and other types of printing business they